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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

J & J SPORTS PRODUCTIONS, INC.,
Plaintiff,
vs.
JORGE ZAMORA, individually and d/b/a EL
SOMBRERO BAR,
Defendant.

Case No.: 2:15-cv-174
COMPLAINT

PLAINTIFF ALLEGES:

JURISDICTION

1. Jurisdiction is founded on the existence of a question arising under particular statutes. This action is brought pursuant to several federal statutes, including the Communications Act of 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The Cable & Television Consumer Protection and Competition Act of 1992, as amended, Title 47 U.S. Section 553, *et seq.*
2. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C. Section 1331, which states that the District Courts shall original jurisdiction of all civil actions arising under the Constitution, laws, or treaties, of the United States. This Court has subject matter jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction).
3. This Court has personal jurisdiction over the parties in this action as a result of the Defendant's wrongful acts hereinafter complained of which violated the Plaintiff's rights as the exclusive commercial domestic distributor of the televised fight *Program* hereinafter set forth at length. The Defendant's wrongful acts consisted of the interception, reception, publication, divulgence, display, exhibition, and tortious conversion of said property of Plaintiff within the control of the Plaintiff in the State of Indiana.

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VENUE

4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Northern District of Indiana, because a substantial part of the events or omissions giving rise to the claim occurred in this District.

INTRADISTRICT ASSIGNMENT

5. Assignment to the Hammond Division of the Northern District of Indiana is proper because a substantial part of the events or omissions giving rise to the claim occurred in Lake County and/or the United States District Court for the Northern District of Indiana has decided that suits of this nature, and each of them, are to be heard by the Courts in this particular Division.

THE PARTIES

6. Plaintiff, J & J Sports Productions, Inc. is, and at all relevant times mentioned was, a Pennsylvania corporation with its principal place of business located at 2380 South Bascom Avenue, Suite 200, Campbell, California 95008.

7. Defendant Jorge Zamora owns and operates the commercial establishment doing business as El Sombrero Bar. El Sombrero Bar operates at 2001 Broadway Street, East Chicago, IN 46312.

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8. Defendant Jorge Zamora is an individual specifically identified on the Alcohol and Tobacco Commission Liquor Permit license issued for El Sombrero Bar (License #RR4502462).

9. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013 (the night of the *Program* at issue herein, as more specifically defined in paragraph 15), Defendant Jorge Zamora had the right and ability to supervise the activities of El Sombrero Bar, which included the unlawful interception of Plaintiff's *Program*.

1 9. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013 (the night of the
2 *Program* at issue herein, as more specifically defined in paragraph 15), Defendant Jorge Zamora,
3 as an individual specifically identified on the liquor license for El Sombrero Bar, had the
4 obligation to supervise the activities of El Sombrero Bar, which included the unlawful interception
5 of Plaintiff's *Program*, and, among other responsibilities, had the obligation to ensure that the
6 liquor license was not used in violation of law.

7 10. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013 (the
8 night of the *Program* at issue herein, as more specifically defined in paragraph 15), Defendant
9 Jorge Zamora, specifically directed the employees of El Sombrero Bar to unlawfully intercept and
10 broadcast Plaintiff's *Program* at El Sombrero Bar or that the actions of the employees of El
11 Sombrero Bar are directly imputable to Defendant Jorge Zamora by virtue of his acknowledged
12 responsibility for the actions of El Sombrero Bar.

13 11. Plaintiff is informed and believes, and alleges thereon that on May 4, 2013, Defendant
14 Jorge Zamora as an individual specifically identified on the liquor license for El Sombrero Bar,
15 had an obvious and direct financial interest in the activities of El Sombrero Bar, which included the
16 unlawful interception of Plaintiff's *Program*.

17 12. Plaintiff is informed and believes, and alleges thereon that the unlawful broadcast of
18 Plaintiff's *Program*, as supervised and/or authorized by Defendant Jorge Zamora, resulted in
19 increased profits for El Sombrero Bar.

20 13. Plaintiff is informed and believed, and alleges thereon that Defendant, Jorge Zamora is an
21 owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or an
22 individual with dominion, control, oversight and management of the commercial establishment
23 doing business as El Sombrero Bar operating at 2001 Broadway Street, East Chicago, IN 46312.

24
25 **COUNT I**

26 **(Violation of Title 47 U.S.C. Section 605)**

1 14. Plaintiff J & J Sports Productions, Inc., hereby incorporates by reference all of the
2 allegations contained in paragraphs 1-13, inclusive, as though set forth herein at length.

3 15. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., was granted the exclusive
4 nationwide commercial distribution (closed-circuit) rights to *Floyd Mayweather, Jr. v. Robert*
5 *Guerrero WBC Welterweight Championship Fight Program*, telecast nationwide on Saturday,
6 May 4, 2013 (this included all under-card bouts and fight commentary encompassed in the
7 television broadcast of the event, hereinafter referred to as the "*Program*").

8 16. Pursuant to contract, Plaintiff J & J Sports Productions, Inc., entered into subsequent
9 sublicensing agreements with various commercial entities throughout North America, including
10 entities within the State of Indiana, by which it granted these entities limited sublicensing rights,
11 specifically the rights to publicly exhibit the *Program* within their respective commercial
12 establishments in the hospitality industry (i.e., hotels, racetracks, casinos, bars, taverns, restaurants,
13 social clubs, etc.).

14 17. As a commercial distributor and licensor of sporting events, including the *Program*,
15 Plaintiff J & J Sports Productions, Inc., expended substantial monies marketing, advertising,
16 promoting, administering, and transmitting the *Program* to its customers, the aforementioned
17 commercial entities.

18 18. With full knowledge that the *Program* was not to be intercepted, received, published,
19 divulged, displayed, and/or exhibited by commercial entities unauthorized to do so, the above
20 named Defendant, either through direct action or through actions of employees or agents directly
21 imputable to Defendant (as outlined in paragraphs 7-13 above), did unlawfully intercept, receive,
22 publish, divulge, display, and/or exhibit the *Program* at the time of its transmission at his
23 commercial establishment in East Chicago, located at 2001 Broadway Street, East Chicago, IN
24 46312.

25 19. Said unauthorized interception, reception, publication, exhibition, divulgence, display,
26 and/or exhibition by the Defendant was done willfully and for purposes of direct and/or indirect
27 commercial advantage and/or private financial gain.
28

1 20. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or use of
2 communications (such as the transmission of the *Program* for which Plaintiff J & J Sports
3 Productions, Inc., had the distribution rights thereto).

4 21. By reason of the aforesaid mentioned conduct, the aforementioned Defendant, violated
5 Title 47 U.S.C. Section 605, *et seq.*

6
7 22. By reason of the Defendant's violation of Title 47 U.S.C. Section 605, *et seq.*, Plaintiff J &
8 J Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 605.

9 23. As the result of the aforementioned Defendant's violation of Title 47 U.S.C. Section 605,
10 and pursuant to said Section 605, Plaintiff J & J Sports Productions, Inc., is entitled to the
11 following Defendant:

- 12
13 (a) Statutory damages for each willful violation in an amount to
14 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and also
15 (b) the recovery of full costs, including reasonable attorneys' fees,
16 pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).
17

18 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

19 **COUNT II**

20 **(Violation of Title 47 U.S.C. Section 553)**

21 24. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-
22 23, inclusive, as though set forth herein at length.

23
24 25. The unauthorized interceptions, reception, publication, divulgence, display, and/or
25 exhibition of the *Program* by the above named Defendant was prohibited by Title 47 U.S.C.
26 Section 553, *et seq.*

27 26. By reason of the aforesaid mentioned conduct, the aforementioned Defendant, violated
28 Title 47 U.S.C. Section 553, *et seq.*

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27. By reason of the Defendant's violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff J & J
2 Sports Productions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 553.

3
4 28. As the result of the aforementioned Defendant's violation of Title 47 U.S.C. Section 553,
5 Plaintiff J & J Sports Productions, Inc., is entitled to the following from each Defendant:

6 (a) Statutory damages for each violation in an amount to
7 \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also

8
9 (b) Statutory damages for each willful violation in an amount to
10 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also

11 (c) the recovery of full costs pursuant to Title 47 U.S.C. Section 553
12 (c)(2)(C); and also

13
14 (d) and in the discretion of this Honorable Court, reasonable attorneys' fees,
15 pursuant to Title 47 U.S.C. Section 553 (c)(2)(C).

16
17 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

18 **COUNT III**
19 **(Conversion)**

20 29. Plaintiff's hereby incorporates by reference all of the allegations contained in paragraphs 1-
21 28, inclusive, as though set forth herein at length.

22 ///

23 30. By his aforesaid acts of interception, reception, publication, divulgence, display, and/or
24 exhibition of the *Program* at his commercial establishment at the above-captioned address, the
25 aforementioned Defendant, tortuously obtained possession of the *Program* and wrongfully
26 converted same for his own use and benefit.

27 31. The aforesaid acts of the Defendant were willful, malicious, egregious, and intentionally
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1 designed to harm Plaintiff J & J Sports Productions, Inc., by depriving Plaintiff of the commercial
2 license fee to which Plaintiff was rightfully entitled to receive from them, and in doing so, the
3 Defendant subjected the Plaintiff to severe economic distress and great financial loss.

4 32. Accordingly, Plaintiff J & J Sports Productions, Inc., is entitled to both
5 compensatory, as well as punitive and exemplary damages, from aforementioned Defendant as the
6 result of the Defendant's egregious conduct, theft, and conversion of the *Program* and deliberate
7 injury to the Plaintiff.

8 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

9
10 **As to the First Count:**

- 11
12 1. For statutory damages in the amount of \$110,000.00 against the Defendant,
13 and
14 2. For reasonable attorneys' fees as mandated by statute, and
15 3. For all costs of suit, including but not limited to filing fees, service of
16 process fees, investigative costs, and
17 4. For such other and further relief as this Honorable Court may deem just
18 and proper;

19 **As to the Second Count:**

- 20
21 1. For statutory damages in the amount of \$60,000.00 against the Defendant,
22 and;
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24 2. For reasonable attorneys' fees as may be awarded in the Court's
25 discretion pursuant to statute, and;
26 3. For all costs of suit, including but not limited to filing fees, service
27 of process fees, investigative costs, and;
28 4. For such other and further relief as this Honorable Court may deem just

and proper.

As to the Third Count:

1. For compensatory damages in an amount according to proof against the Defendant, and;
2. For exemplary damages against the Defendant, and;
3. For punitive damages against the Defendant, and;
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
5. For all costs of suit, including but not limited to filing fees, service of process fee, investigative costs, and;
6. For such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

Date: May 1, 2015

/s/ Charlie W. Gordon
GREENE & COOPER LLP
By: Charlie W. Gordon
Attorneys for Plaintiff
J & J Sports Productions, Inc.